

RESOLUTION

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO,
TEXAS:**

That the Mayor be authorized to sign the Airport Display Agreement with Raceelpaso, LLC, providing for the display of a race show car at the El Paso International Airport.

ADOPTED this 29th day of June 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

AIRPORT DISPLAY AGREEMENT

This Airport Display Agreement is made and entered into the 29th day of June 2004 by and between the **CITY OF EL PASO ("City")** and the **Raceelpaso, LLC**.

WHEREAS, the City owns and operates the El Paso International Airport ("Airport");

WHEREAS, **Raceelpaso, LLC** owns a show race car which is a full size Dodge Intrepid race car and prepared with the same paint scheme as the vehicle that **Raceelpaso, LLC** will enter into the NASCAR Nextel Cup Brickyard 400 race ("show car") on August 8, 2004;

WHEREAS, **Raceelpaso, LLC** desires to display the show car at a location where it might be viewed by the public and has requested that the City allow it to be placed in the Airport terminal building;

WHEREAS, the City has determined that the display of the show car is of benefit to the City because the entry of the race car into the NASCAR race is an effort designed chiefly to promote El Paso and the area as a good place to live, work and visit which is of interest to citizens of El Paso and the traveling public; and that the show car is appropriate for public display at the Airport because the display will be for this promotional purpose and not for any commercial or non-commercial fund-raising purpose.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged,

Raceelpaso, LLC agrees to display, and the City agrees to accept the race car for display at the Airport under the conditions set forth below:

1. **Raceelpaso, LLC** agrees to deliver the race car to the Airport on or immediately before August 2, 2004.
2. The City agrees to accept delivery of the show car with the intent to display it within the Airport terminal building at an appropriate site designated by the Director of Aviation.
3. The term of this Agreement shall be for the period from August 2, 2004 through August 7, 2004.
4. The parties agree that the City shall have full discretion as to the location and the manner of the display of the show car and that the Director of Aviation may at his discretion relocate the show car during the term of this Agreement.
5. **Raceelpaso, LLC** understands and agrees that the City will not be responsible for any damage to the show car or for any loss that may occur during the term of this Agreement. All risk of damage to and loss of the show car while it is in the possession and control of the City shall be borne solely by **Raceelpaso, LLC**.
6. **Raceelpaso, LLC** understands and agrees that the display at the Airport is solely for a promotional purpose for the City of El Paso and **Raceelpaso, LLC** agrees that it, its officers, employees, agents and contractors shall not use the display for any commercial purpose or non-commercial fundraising efforts and the display shall not include any information relating to such ventures, if any.
7. **Raceelpaso, LLC** acknowledges that the opportunity to have the show car displayed at the Airport to be viewed by the traveling public and the residents of the City constitutes sufficient and full consideration for this Agreement.
8. Upon termination of this Agreement, **Raceelpaso, LLC** will be responsible for removing the show car from the Airport.
9. Notices required under this Agreement shall be provided as follows:

City:

Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, TX 79925-1091

Raceelpaso, LLC

Gregg Jackson

EXECUTED, this 29th day of June 2004.

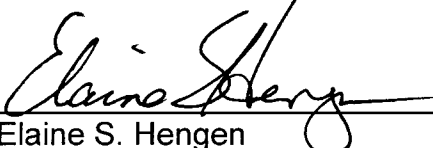
CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



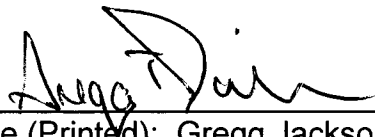
Elaine S. Hengen
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A.A.E.
Director of Aviation

Raceelpaso, LLC

By: 

Name (Printed): Gregg Jackson
Title: Authorized Member